

STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301-6398

DATE:

**COMMODITY:** SCRAP TIRE RECYCLING

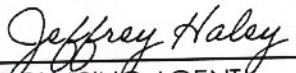
**CONTRACT NO.:** 8002825

**NIGP:** 926 7781

**VENDOR:** Robert Bates Inc. dba Bob's Tire Co.

**VENDOR #:** 265515

**SUBMITTED FOR ACCEPTANCE BY:**

  
JEFFREY A. HALEY, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE 2/16/2021

**RECOMMENDED FOR ACCEPTANCE BY:**

  
PAUL RHODES, ADMINISTRATOR III  
BUREAU OF PURCHASE AND PROPERTY

DATE 2/16/21

**APPROVED FOR ACCEPTANCE BY:**

  
GARY S. LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

Digitally signed by Gary S Lunetta  
DN: cn=Gary S Lunetta, o=Department of Administrative Svs,  
ou=Division of Procurement & Support Svs,  
email=Gary.Lunetta@das.nh.gov, c=US  
Date: 2021.02.25 14:17:24 -0500

DATE \_\_\_\_\_

**ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21 -I:14, XII.**

  
CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 2-26-21

**STATE OF NEW HAMPSHIRE**  
**Department of Administrative Services**  
**Division of Procurement and Support Services**  
**Bureau of Purchase and Property**  
**State House Annex**  
**Concord, New Hampshire 03301**

**Date: February 25, 2021**

**NOTICE OF CONTRACT**

**COMMODITY:** SCRAP TIRE RECYCLING

**CONTRACT NO.:** 8002825

**NIGP:** 926 7781

**VENDOR:** Robert Bates Inc. dba Bob's Tire Co. **VENDOR #:** 265515

**CONTACT PERSON(s):** **Tel. No.:** 508-997-8545  
**E-Mail:** bobstire.1@netzero.net

**EFFECTIVE FROM:** June 1, 2021 through May 31, 2024

**PAYMENT & TERMS:** Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

**INVOICING & PAYMENTS:** Invoices shall be submitted after completion of work to the requesting agency. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance of the work to the State's satisfaction.

**F.O.B.:** F.O.B. Destination to any location within the State of New Hampshire

**ORDERING:** State agencies will place their orders direct to vendor by electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants will utilize their own individually established ordering procedures.

The Vendor will work on an on-call basis with the State and will be available to provide work schedules to the State within three (3) business days of the pickup request and to conduct Scrap Tire Recycling services within five (5) business days of the request. A state agency may make arrangements with the Vendor for a regular collection of tires from a designated location. Such arrangement with the Vendor shall be in writing and the timeframe will be agreed upon by both parties prior to the start of any regular collection.

**MINIMUM ORDERS:** There is no minimum order required under this contract.

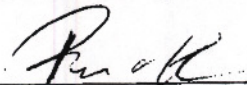
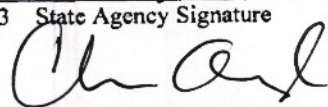
**QUESTIONS:** Direct any questions to Jeff Haley, 603-271-2201 or [Jeffrey.Haley@DAS.NH.Gov](mailto:Jeffrey.Haley@DAS.NH.Gov)

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Robert Bates Inc. VC#265515		1.4 Contractor Address 55 Brook St, New Bedford, MA, 02746	
1.5 Contractor Phone Number 508-997-8545	1.6 Account Number Various	1.7 Completion Date 5/31/2024	1.8 Price Limitation \$75,000.00
1.9 Contracting Officer for State Agency Jeff Haley		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature  Date: 2/5/21		1.12 Name and Title of Contractor Signatory Robert Bates President	
1.13 State Agency Signature  Date: 2/26/21		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**EXHIBIT A**  
**SPECIAL PROVISIONS**

There are no special provisions of this contract.

**EXHIBIT B  
SCOPE OF SERVICES**

**1. INTRODUCTION**

Robert Bates Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Scrap Tire Collection and Recycling Services in accordance with the bid submission in response to State Request for Bid #2411-21 and as described herein.

**2. CONTRACT DOCUMENTS**

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2411-21

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2411-21"

**3. TERM OF CONTRACT**

The term of the contract shall commence June 1, 2021 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later and shall continue thereafter for a period of three (3) years.

The contract may be extended for an additional two (2) one-year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Contractor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including extensions) shall not exceed five (5) years.

**4. SCOPE OF WORK**

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

The Contractor shall work on an on-call basis with the State and will be available to provide work schedules to the State within three (3) business days of the pickup request and to conduct Scrap Tire Collection and Recycling services within five (5) business days of the request. A State agency may make arrangements with the Contractor for a regular collection of tires from a designated location. Such arrangement with the Contractor shall be in writing and the timeframe will be agreed upon by both parties prior to the start of any regular collection.

Contractor shall be responsible for the pick-up and legal disposal of scrap tires throughout the State of New Hampshire. Tires shall be properly removed and recycled in accordance with all State and Federal laws governing scrap tires.

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

## **5. TERMINATION**

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

#### **6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide all scrap tire collection and recycling services strictly pursuant to, and in conformity with, the specifications described in State RFB #2411-21, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Contractor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:  
[https://das.nh.gov/purchasing/Contractorregistration/\(S\(a0fzcv55qhaeqs45jpya5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/Contractorregistration/(S(a0fzcv55qhaeqs45jpya5i45))/welcome.aspx)

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

#### **7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

#### **8. INSURANCE**

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

#### **9. CONFIDENTIALITY & CRIMINAL RECORD**

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

**EXHIBIT C  
METHOD OF PAYMENT**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide Scrap Tire Collection and Recycling services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$75,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

**2. PRICING STRUCTURE**

**PASSENGER**

PICK UP, REMOVAL & DISPOSAL OF SCRAP TIRES UP TO AND INCLUDING 20"

UNIT	DESCRIPTION	UNIT PRICE
EACH TIRE WITH OR WITHOUT RIM	PASSENGER TIRES	\$ <u>3.00</u>

**LIGHT TRUCK**

PICK UP, REMOVAL & DISPOSAL OF SCRAP TIRES UP TO AND INCLUDING 19.5" (LT SERIES-6 PLY AND UP)

UNIT	DESCRIPTION	UNIT PRICE
EACH TIRE WITH OR WITHOUT RIM	LIGHT TRUCK TIRES	\$ <u>6.00</u>

=====

**HEAVY TRUCK**

PICK UP, REMOVAL & DISPOSAL OF SCRAP TIRES UP TO AND INCLUDING 24.5"

UNIT	DESCRIPTION	UNIT PRICE
EACH TIRE	HEAVY TRUCK TIRES	\$ <u>12.00</u>

=====

**OTR-HEAVY EQUIPMENT** INCLUDING SUPER SINGLES 425 FLOATING PICK UP, REMOVAL & DISPOSAL OF SCRAP TIRES

UNIT	DESCRIPTION	UNIT PRICE
EACH TIRE	OTH-HEAVY EQUIPMENT TIRES	\$ <u>200.00</u>

=====

**OPTIONS:**     PIECES OF TIRES

ADD UP PIECES OF TIRE TO EQUAL 1 TIRE AND CHARGE PER TIRE

\$ 8.00 PER TIRE

### **3. INVOICE**

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

### **4. PAYMENT**

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

**EXHIBIT D**

RFB #2411-21 is incorporated here within.

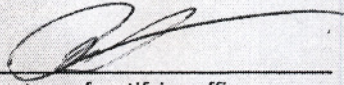
CERTIFICATE OF AUTHORITY

I, Robert Bates, President of Robert Bates Inc, state that:

I, Robert Bates hold all officer positions for Robert Bates Inc and hereby grant myself, Robert Bates as having the authority to sign and enter into contract with the State of New Hampshire on behalf of Robert Bates Inc doing business as Bobs Tire Co

This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof;

IN WITNESS WHEREOF, I have hereunto set my hand as the President of Robert Bates Inc on this date 02/11/21

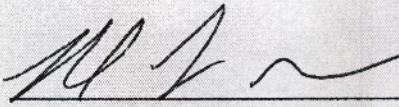
  
Signature of certifying officer

Robert Bates  
Print certifying officers name

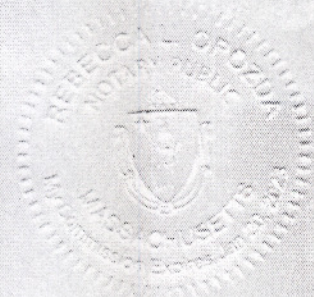
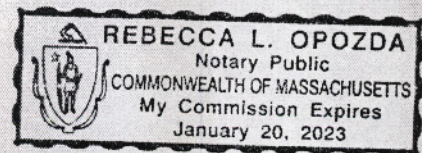
On this the 12 day of February, before me Rebecca Opozda  
Notary Public

The undersigned officer personally appeared Robert Bates who acknowledged Him/herself to be the 'Certifying Officer Title' President of the Organization being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness thereof, I have set my hand and official seal.

  
Notary Public Signature

Commission Expiration date:  
(seal)





Search...



Tools Help

# SEATTLE DEPARTMENT OF STATE

SECRETARY  
WILLIAM

Business Name: ROBERT BATES, INC.

Business Type: Foreign Profit Corporation

Business Creation Date: 03/20/2019

Incorporation in Jurisdiction: 01/09/1984

Principal Office Address: 55 Brook St, New Bedford, MA, 02746, USA

State of Incorporation: Foreign/Massachusetts

Business ID: 815293

Business Status: Good Standing

Name in State of Incorporation: ROBERT BATES, INC.

Mailing Address: PO Box 1090, Mattapoisett, MA, 02739, USA

Last Annual Report Year: 2020

Next Report Year: 2021

Duration: Perpetual

Business Email: bobstire.1@netzero.com

Notification Email: bobstire.1@netzero.com

Phone #: NONE

Fiscal Year End Date: NONE

le

NAICS Subcode

ces (except Public Administration)

All Other Automotive Repair and Maintenance

earch





BOBSTIR-01

LBROWN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> FBinsure, LLC 128 Dean Street Taunton, MA 02780	<b>CONTACT NAME:</b> Loretta Brown		
	<b>PHONE (A/C, No, Ext):</b> (508) 824-8666	<b>FAX (A/C, No):</b> (508) 880-0142	
	<b>E-MAIL ADDRESS:</b> LBrown@fbinsure.com		
<b>INSURED</b>  Bob's Tire Company Inc Robert Bates Inc PO Box 1090 Mattapoisett, MA 02739	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> HDI Global Insurance Company		<b>41343</b>
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CAS0005482100	1/4/2021	1/4/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
	<input checked="" type="checkbox"/> Blkt Add'l Ins		MED EXP (Any one person) \$ 1,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						BI/PD Ded \$ 1,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability Class Codes covered: 58757-Rubber Reclaiming; 61226-Building or Premises - Office - Other Than Not-For-Profit; 68706-Warehouses - Private - Other Than Not-For-Profit; and 99793-Trucking.

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire  
Administrative Services  
Bureau of Purchase and Property  
25 Capitol St Rm 102  
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Loretta L. Brown*





Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2210

Bid Description	Scrap Tire Recycling
Bid #	RFB 2411-21
Agent Name	Jeff Haley

Vendor	Total Cost
Bob's Tire	\$19,400.00
Pro City	\$20,400.00

Expire: May 31, 2024

RFB 2411-21

## Contract Solicitation Checklist

Completed

Yes

No

Mgr Intials &  
or Program  
Mgr Initials

## Access and review any/all current and previously audited documents for this Contract

X

1

What is the total spend associated with this contract? Be able to show spend from NH First, P-Card, and current vendor reported spend (Auditor may have already performed this process and in folder). **Check and Double Check dates, formulas, and analysis for accuracy.**

X

NA

o Contract term

o Annual spend

2

**Internal Stakeholders:** Reference the existing contract list to determine if DPSS Program Managers(R4, P-Card, Fleet, Merchant Cards, etc.) have a pre-determined special interest in the ongoing management and/or oversight of this contract or this **type of contract**. Confirm needs and special circumstances for the contract prior to proceeding with review and content considerations; Contract purposes often align in unique ways and serve to meet particular needs not immediately obvious. Program Managers will have proactive insights and may require unique levels of communication for a given contract. Provide a summary of such communicative outreach to include in the contract folder.

X

2a

**External Stakeholders:** Refer to #2 above and document the involvement of subject matter experts from external agencies and end-user agencies that add input and value to contracts of this nature. Summarize the benefit of such collaboration.

X

**Contract and solicitation content/clarifications:**

3

o Were there any amendments to the contract? Why? Incorporate into new specification or justification.

o Were there any addendums during the past solicitation? Why? Incorporate into new bid or justification.

o Were any NO-Bids received? Why?

X

4

What was the past contract term? What was the rationale for this timeframe and does it make sense in the current market? Should you increase/decrease term.

3 years,  
multiple  
awards

5

Have there been any changes in the market over the past term? How might those changes alter your recommendation for renewal? Where were these changes brought to light?

X

6

Is this contract a candidate for a Group Purchasing Organization (GPO) such as NASPO? What is the benefit for your recommendation?

X

7

How was the past contract awarded? Does this award make sense under current market conditions?

X

8

Can an estimated usage or frequency of service be defined/forecasted accurately? If so eliminate the estimated contract value in its entirety.

X

9

Does the market condition dictate the need to allow price escalation on this contract? Is there a fixed benchmark that can be used and is recognized by all participants? (i.e. USDA Consumer Price Index, London Metals Exchange, OPIS, etc.) If no benchmark exists provide a historical assessment of price changes over the past contract term and make recommendation for a "cap". All escalation allowances shall have a maximum cap of 6% annually or 3% semiannually unless justification and benchmarks are provided as shown below.

X

10

Review the Audits and accounting and usage reporting provisions of the contract. Does it capture the information necessary based upon the product or service? Alter to reflect the necessary information, delivery method, and frequency in which the information is to be compiled.

X

11

Review the current payment method. Is this contract a candidate for mandatory P-Card payment? Summarize.

X

12

Have the agency contacts reviewed and made changes to the specifications? Have there been any industry/technology changes in the market?

X

12a

SPACEHOLDER: Insert Language for Green Procurement Considerations

13

Is the offer list complete? Does it reflect all frequently ordered products and services? If "balance of product line" has been ordered and confirmed by both Vendor and Agency - consider adding those items to the OFFER SECTION for new bid document. If "balance of product line" is allowed explain what percentage of total spend equates to this category.

X

14

Is this contract necessary for disaster recovery or support efforts under ESF?

X

15

Review all existing supporting documents and attachments for accuracy and clarity. Are the documents relevant and necessary for a new contract solicitation?

X

Evaluate other States, towns, municipalities, government entities for similar contracts (GovWin) for additional specifications/clarification.

X

16	o Are solicitations and contract documents available?	X	
	o What was the approach taken by these groups and how does this change/reaffirm your recommended approach?		NA
17	Are there resources available to aid in the creation of a new solicitation or resulting contract?	X	
	o Have you researched IBIS world?	X	
	o Does GovWin have any similar contracts posted?	X	
	o What other resources are available? (industry publication, global financial market reports, State/Governmental oversights, etc.).	X	
18	Do you have enough information to support your recommendation of new bid, extension or cancellation of contract? If you are recommending an extension, perform an RFI to support your findings or to compile the additional information necessary to complete the contract process. If bidding out, the above items are for brainstorming and updates to specs.	X	
19	Move "Contract" folder from CONTRACT AUDIT listing to COMPLETED folder upon approval.	X	

Sample Clause;

The successful Vendor(s) may request price increases during the term of the contract on a semiannual basis, however price increase for any product shall not be in excess of percentages as reported by the London Metals Exchange (LME) or other industry index's as determined by the State. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301, no less than thirty (30) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable.

Updated Published Price List MUST be e-mailed to Purchasing Agent@das.NH.Gov

Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer